

UNCLASSIFIED

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Job Title: CASHIER SUPERVISOR (AGENCY OR CENTER)

FUNCTIONS: Reports to Processing Section Manager. Plans, directs, and coordinates the daily activities of the Cashier Office. Responsible for setting work priorities and assuring a smooth transition of all work between the various departments. Interprets policies and procedures and establishes goals for subordinates. Conducts all training for department and reviews quality of work being completed by employees. Verifies that the fee collected matches the type of application submitted, notes any discrepancy and records the amount and type (i.e., check, change, or cash) of fee collected. Prepares daily, weekly and monthly reports of cashier activities. If the application is not received from the lockbox, the Cashier verifies the monies that are still attached to the applications. Additionally, will verify that the fee matches the type of application submitted, and deposits the moneys into a bank designated by the Department of State. Confirms armored vehicle pick-up of the deposits. Prepares a monthly report of these activities, including the deposit slips with the report. Reports bad/returned checks and send collection form letters to applicants. After 90 days, the Supervisory Cashier shall then notify Passport Headquarters, Washington DC. May also be assigned to perform Processing Supervisor responsibilities to include the planning, direction, and coordination of the processing functions.

CLEARANCE: MRPT or as specified by the Government

EDUCATION: A high school diploma or equivalent.

EXPERIENCE:

REQUIRED:

- Minimum of six (6) years of progressive supervisory experience in an office environment.
- Minimum of five(5) years experience in a money handling environment.
- Minimum of two (2) years of experience working with a cash register and in an environment involving PC hardware and software, including LANs and WANs.
- Must be bonded.
- Demonstrated ability to prioritize and organize simultaneous work flow duties.

PREFERRED:

- Minimum of one (1) year experience in Government (management).

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SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Job Title: CASHIER (AGENCY OR CENTER)

FUNCTIONS: Review and batch applications not received from the lockbox. Verify and cash moneys that are still attached to applications. Verify that fee matches type of application. Cashier all work brought to the office, ensuring that each batch balances before beginning new batch. Assists in preparation of daily deposit. Delivers deposit for armored car pick-up on a daily basis; confirms armored car pick-up. Prepare monthly reports on armored car activities. Review re-entry batches from Communications for cashier completeness. Review Expedite Fee (EF) batches from Mailroom. Run daily, weekly and monthly reports for all transactions. Close out and reset NCR cash registers daily. Insert floppy disc into NCR cash register for nightly back-ups. Enforcement of department security requirements

CLEARANCE: MRPT or as specified by the Government

EDUCATION: A high school diploma or equivalent.

EXPERIENCE:

REQUIRED:

- Minimum of two (2) years experience in an office environment.
- Minimum of two (2) years experience in a money handling environment.
- Minimum of two (2) years of experience working with a commercial cash register and in an environment involving PC hardware and software, including LANs and WANs.
- Must be bonded.
- Demonstrated ability to prioritize and organize simultaneous work flow duties.

PREFERRED:

- Minimum of one (1) year experience in Government.

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SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Job Title: SECRETARY - LEVEL I (CENTER)

FUNCTIONS: Reports and provides direct support to the Contractor's Operation Manager. Is responsible for confidential records relating to contractor employees. Coordinates and assures timely submission of all required reports. Receives all incoming mail addressed to the Contractor's Operation Manager. Maintains subject matter files, controls records on pending correspondence. Receives incoming phone calls for the Operations Manager and all contract employees. Assists in stocking the administrative area. Types special reports, spreadsheets, graphics, memoranda and confidential material for the Contractor's Operations Manager. Will also send and receive faxes and provide back-up support to the Secretary to the Director as required.

CLEARANCE: MRPT or as specified by the Government

EDUCATION: A high school diploma or equivalent.

EXPERIENCE:

REQUIRED:

- Basic personal computer skills.
- A minimum of three (3) years of general office experience.
- Demonstrated capability to analyze facts, evaluate information, and draw conclusions.

PREFERRED:

- Three (3) years demonstrated experience in document examination such as clerk of court or insurance industry.
- Experience in Government or Government contracts.
- Minimum of one (1) year of experience working in an environment involving PC hardware and software, including LANs and WANs.

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SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Job Title: SECRETARY - LEVEL II (CENTER)

FUNCTIONS: The secretary to the Director will provide complete administrative and secretarial support to the Director, Assistant Director and all Government employees. This include knowledge, tracking and the reporting of official time and attendance records for all federal employees. Must have knowledge of federal personnel rules and regulations including the Foreign Affairs Manual Volume III (FAM - Personnel). Serves as the primary point of contact with Consular Affairs (CA), Office of Personnel in Washington, D.C. on all federal personnel and attendance matters. Organizes and maintains confidential employee records and subject matter files for the Federal managers. Receives incoming calls for the Director, Assistant Director, and all federal employees and directs them to the appropriate person. Must demonstrate ability to diplomatically and effectively deal with calls from applicants as well as Government officials. Must organize, type, collate, and file all sensitive for the Director who serves as COR for both contracts. Prepares reports, spreadsheets, graphics and memoranda for the Director.

CLEARANCE: MRPT or as specified by the Government

EDUCATION: A high school diploma or equivalent.

EXPERIENCE:

REQUIRED:

- Basic personal computer skills.
- A minimum of three (3) years of general office experience.
- Demonstrated capability to analyze facts, evaluate information, and draw conclusions.

PREFERRED:

- Three (3) years demonstrated experience in document examination such as clerk of court or insurance industry.
- Experience in Government or Government contracts.
- Minimum of one (1) year of experience working in an environment involving PC hardware and software, including LANs and WANs.

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SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Job Title: SECRETARY (AGENCY)

FUNCTIONS: The secretary to the Regional Director will provide complete administrative and secretarial support to the Director, Assistant Director and all Government employees. This includes knowledge, tracking, and the reporting of official time and attendance records for all federal employees at the agency. Must have knowledge of federal personnel rules and regulations including the Foreign Affairs Manual Volume III (FAM - Personnel). Serves as the primary point of contact with Consular Affairs (CA), Office of Personnel in Washington, D.C. on all federal personnel and attendance matters. Organizes and maintains confidential employee records and subject matter files for the Federal managers. Receives incoming calls for the Director, Assistant Director, and all federal employees and directs them to the appropriate person. Must demonstrate ability to diplomatically and effectively deal with calls from applicants as well as Government officials. Must organize, type, collate, and file sensitive material. Prepares reports, spreadsheets, graphics and memoranda for the agency Director.

CLEARANCE: MRPT or as specified by the Government

EDUCATION: A high school diploma or equivalent.

EXPERIENCE:

REQUIRED:

- Basic personal computer skills.
- A minimum of three (3) years of general office experience.
- Demonstrated capability to analyze facts, evaluate information, and draw conclusions.

PREFERRED:

- Three (3) years demonstrated experience in document examination such as clerk of court or insurance industry.
- Minimum of one (1) year of experience working in an environment involving PC hardware and software, including LANs and WANs.

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SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Job Title: SECRETARY (HQ SUPPORT)

FUNCTIONS: Will provide administrative support to the Records Services Division Director and/or other branches, as required. Receives incoming mail and distributes to appropriate sections. Maintains subject matter files, controls records on pending correspondence. Receives incoming phone calls and directs them to the appropriate person. Assists in stocking the administrative area. Types special reports, spreadsheets, graphics, memoranda and confidential material. Coordinates and assures timely submission of all required reports. Will also send and receive faxes and provide back-up support to the Secretary to the Director as required.

CLEARANCE: MRPT or as specified by the Government

EDUCATION: A high school diploma or equivalent.

EXPERIENCE:

REQUIRED:

- Basic personal computer skills.
- A minimum of three (3) years of general office experience.
- Demonstrated capability to analyze facts, evaluate information, and draw conclusions.

PREFERRED:

- Three (3) years demonstrated experience in document examination such as clerk of court or insurance industry.
- Experience in Government or Government contracts.
- Minimum of one (1) year of experience working in an environment involving PC hardware and software, including LANs and WANs.

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SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Job Title: ANTI-FRAUD CLERICAL ASSISTANT (AGENCY OR CENTER)

FUNCTIONS: Under the direction of the Fraud Prevention Manager (FPM), the Anti-Fraud Assistant assists the FPM in clerical and administrative work relating to the Fraud Prevention Manager. This includes assistance with anti-fraud training materials.

- Assists in processing applications referred to the FPM by Passport Specialists and Acceptance Agents.
- Processes initial fraud case paperwork for other offices through release process.
- Knowledge of Travel Document Issuance System (TDIS).
- Scan fraud cases into National Fraud Database.
- Completes pre-formatted letters (addressing a variety of deficiencies) to passport applicants whose files have been referred to the FPM office.
- Assists in verification of vital and other records as directed by FPM.
- Receive and refer telephone and written inquiries concerning pending applications to FPM and assistant.
- Assists Fraud Prevention Manager and Assistants in preparing passport fraud detection training materials.
- Retrieval of mail, file requests or other information from other DOS offices as directed.
- Maintains constant awareness of all aspects of internal security including adherence to the restricted area policies, logging off computer terminals when not in use and securing work at the end of the workday.
- Expected to make suggestions for improvement of clerical workflow and quality within the FPM Office.
- Adheres to the Federal Privacy Act Laws.
- Proofreads correspondence.
- Maintains and updates ID manuals and other reference materials (both paper and electronic format) used to validate required documents for passport application.
- Maintains and monitors fraud files and file log. Matches incoming correspondence from applicants and law enforcement officials with passport files.
- Maintains training materials and paper and electronic libraries.
- Files documents to case files.

Must meet department minimum requirements for production levels, quality, and job knowledge and thereafter consistently meet or exceed those standards. Must willingly adapt to changes in procedures and assignments. Readily adjusts to new situations and responsibilities.

CLEARANCE: MRPT or as specified by the Government

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SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

EDUCATION:

- High School degree or equivalent.

EXPERIENCE:

REQUIRED:

- Basic personal computer skills.
- Attention to detail.
- Ability to relate to others on staff in a friendly, courteous, and business-like manner in a highly stressful environment.
- Have analytical and evaluative capability.
- Be able to quickly assimilate information and make valid decisions.
- Able to compose correspondence that is clear and grammatically correct.
- Read rapidly from both paper and a computer terminal.
- Manual dexterity in the use of word processing equipment.
- Excellent listening and verbal communication skills in person and on the telephone.
- Capable of doing daily clerical repetitive tasks.
- Ability to lift and carry 35 lbs.
- U.S. Citizenship.

PREFERRED:

- Minimum of three (3) years of general office experience that involved document examination.
- Demonstrated capability to analyze facts, evaluate information, and draw conclusions.

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SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Job Title: TRAINING COORDINATOR (HEADQUARTERS SUPPORT)

FUNCTIONS: The contractor will work directly with and under the general guidance of CA/PPT/TO/SL. The contractor will perform a wide range of activities involved in carrying out the CA/PPT/TO/SL's responsibilities for meeting the training needs of employees of Passport Services. Specifically, the contractor will be involved in designing, testing, distributing, and updating training materials related to automated passport systems. The contractor shall coordinate and perform training to Department personnel and contractors in the operational use of all training materials and systems. The contractor shall train personnel to the level that will ensure that personnel using the materials and systems are operationally self-sufficient without the aid of the contractor.

CLEARANCE: Secret or as specified by the Government

EDUCATION: An undergraduate or graduate degree with a major area of study in a subject area related to the position to be filled.

EXPERIENCE:

REQUIRED:

- Experience that demonstrates accomplishment of training project assignments that require a wide range of training and computer requirements and techniques. Such experience may include analyzing training related technology, conducting studies to determine training requirements, teaching, supervising or administering a training program, development or review of training materials, or work that required training or instructing others on a regular basis.
- Ability to effectively communicate orally and in writing.

PREFERRED:

The contractor shall possess the following skills:

- Ability to design, deliver, maintain, and evaluate training programs.
- Knowledge of principles, methods, and techniques of training.
- Knowledge of computer technology.
- Ability to effectively communicate orally and in writing.

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SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.12 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (05/95)

(a) The Contractor shall perform this contract in accordance with its technical proposal and any revisions thereto submitted in response to Solicitation No. SAQMMA-08-R-0115.

(b) The Contractor's technical proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" clause in SECTION I of this contract. Under the "ORDER OF PRECEDENCE" clause, the Contractor's technical proposal shall follow "the specifications" in the order of precedence.

C.13 SYSTEMS OF RECORDS ON INDIVIDUALS (02/96)

This contract requires the design, development or operation of one or more Systems of Records on Individuals subject to the Privacy Act of 1974 (5 U.S.C. 552a). Performance of work under this contract shall be in accordance with FAR 52.224-1 "PRIVACY ACT NOTIFICATION," FAR 52.224-2 "PRIVACY ACT," and the following agency rules and regulations: Department of State Privacy Act Guidelines and 5 FAM 400.

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SECTION D PACKAGING AND MARKING

D.1 GENERAL

At a minimum the following paragraphs shall be applicable to all Task Orders issued under this contract, unless otherwise specified by an individual Task Order.

D.2 F.O.B. POINT

All deliverables shall be shipped F.O.B. destination to the CORs identified subsequent to contract award with all shipping and transportation costs prepaid.

D.3 PACKAGING OF SUPPLIES FOR DOMESTIC SHIPMENT (05/95)

Supplies/reports shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination.

D.4 MARKING OF REPORTS (05/95)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (a) Name and Business address of the Contractor;
- (b) Contract number and delivery order number, if applicable;
- (c) Date of report; and
- (d) Program office(s).

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SECTION E INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.arnet.gov/far
DOSAR: www.statebuy.inter.net/acpolicy

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)
52.246-3	INSPECTION OF SUPPLIES -- COST (MAR 2001)
	REIMBURSEMENT
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
52.246-5	INSPECTION OF SERVICES--COST (APR 1984)
	REIMBURSEMENT
52.246-6	INSPECTION--TIME-AND-MATERIALS AND (MAY 2001)
	LABOR-HOUR (APR 1984)
52.246-16	RESPONSIBILITY FOR SUPPLIES

E.2 INSPECTION AND ACCEPTANCE - SERVICES - (05/95)

Inspection and acceptance of the services to be provided hereunder shall be made by the Contracting Officer's Representative (COR)s or other authorized representative of the Government.

E.3 INSPECTION AND ACCEPTANCE -- FOB DESTINATION - (05/95)

Inspection and acceptance of the products and services to be provided hereunder shall be made at the destination by the Contracting Officer's Representative (COR)s or other authorized representative of the Government.

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SECTION F DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.acnet.gov/far
DOSAR: www.statebuy.inter.net/acpolicy

FAR SOURCE

TITLE AND DATE

52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)

F.2 PERIOD OF PERFORMANCE (05/95)

The term of this contract shall be for one base year and four, (4) one-year options and shall commence on the date of the Contracting Officer's signature.

F.3 PLACE OF PERFORMANCE (05/95)

The principal place of performance for this contract shall be:

Department of State, Bureau of Consular Affairs, Washington, DC

However, the contractor shall be required to provide personnel for all tasks at all locations identified in Section C and any future sites to meet CA's objectives.

F.4 TIME OF PERFORMANCE (05/95)

The Contractor personnel shall perform the stated services for eight hours per day work alternate eight hour shifts on an up to 24x7 daily basis, excluding Government holidays. Some Contractor personnel may be required to work in excess of 8 hours daily, as deemed necessary.

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SECTION F DELIVERIES OR PERFORMANCE

F.5 PLACE OF DELIVERY - REPORTS (05/95)

Delivery of reports under this contract shall be made to the following address:

U.S. Department of State, CA/PPT/PPS
2100 Pennsylvania AVE., N.W.
S.A. 29 (3rd Floor)
Washington, DC 20037

All other deliverable of equipment/supplies shall be delivered as specified elsewhere in this contract or as determined by the COR.

F.6 MONTHLY PROGRESS REPORT (05/95)

(a) The Contractor shall furnish three copies of a combined monthly technical and financial progress report briefly stating the progress made during the reporting period, broken down by delivery order or by task if applicable. Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity during the subsequent reporting period. A Problem Notification Report shall be generated by the contractor to keep the Government informed of any unique problems not of a recurring nature that would be included in the monthly progress report, including anticipated Government caused problems, that impact or potentially impact the project. For each problem encountered a Problem Notification report shall be submitted as specified above within 24 hours after identification of a problem.

In addition, the report shall specify contract financial status as follows:

- (i) Cumulative costs and direct labor hours expended from the effective date of the contract through the last day of the current reporting month. Include a cumulative incurred cost per direct labor hour average computation and compare the result to the cumulative average cost per direct labor hour derived from the estimated cost of the contract;
- (ii) Actual costs and direct labor hours expended during the current reporting month.
- (iii) Estimated costs and direct labor hours to be expended during the next reporting period.

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SECTION F DELIVERIES OR PERFORMANCE

(iv) Cumulative and monthly actual costs and direct labor hours incurred for each work assignment or task issued and estimates of costs and hours required to complete each work assignment or task.

(v) Provide a graph using a vertical axis for dollars and a horizontal axis for time increments that shows the actual and projected rate of expenditures against the total estimated cost of the contract.

(b) Submission of this financial information required by these reports does not change the notification requirements of FAR 52.232-20 "LIMITATION OF COST" or FAR 52.232-22 "LIMITATION OF FUNDS" which requires separate written notice to the Contracting Officer

(c) The reports shall be submitted to the following addressees on or before the fifth day of each month following the first complete calendar month of the contract. Distribute reports as follows:

<u>No. of Copies</u>	<u>Addressee</u>
1	A/LM/AQM, Attn: Contract Specialist
1	CA/PPT, Attn: COR or designee
1	Gov't Task Manager (as applicable)

F.7 IN PROCESS REVIEW (IPR)

As a result of the importance of processing support functions to the overall success of Passport Services' mission, the contractor is required to conduct In Process Reviews (IPRs) on a quarterly basis, unless a change in frequency is mutually agreed. The purpose of the IPR is to communicate status and issues to a broad-based audience, including Government task managers and oversight organizations. The review shall address technical, business and programmatic topics, with focus on status, performance and issues/risks. The IPR does not replace the requirement for continuous communication with CA/PPT offices about status, cost, issues, etc. As such, the IPR isn't the appropriate venue to hear about issues, concerns, or problems for the first time.

IPRs shall be conducted at either CA/PPT headquarters or the Contractor's headquarters, unless an alternate site is jointly determined prior to notification to the COR or his/her designee. The Contractor shall ensure that necessary technical and management personnel attend the IPRs and that presentation materials and supporting data are prepared to ensure that agenda items are fully covered.

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SECTION F DELIVERIES OR PERFORMANCE

F.7.1 IN PROCESS REVIEW (IPR) MEETING AGENDAS AND MINUTES

At least five (5) working days prior to an IPR, the Contractor shall provide a proposed agenda to the COR or his/her designee. The COR or his/her designee may add, delete, or change items to the agenda within two (2) working days of submission. The Contractor shall provide briefing slides to the COR or his/her designee at least two (2) working days prior to the IPR, but may make revisions as needed to address new information. Within three (3) working days after an IPR, the Contractor shall provide minutes of the IPR with a list of action items and issues that arose during the IPR.

F.8 DELIVERABLES

All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within one (1) working day after notification of the presence of a virus.

Each hard copy deliverable shall be accompanied by a cover letter from the Contractor on company letterhead. Multiple deliverables may be delivered with a single cover letter describing the contents of the complete package.

In the event the Contractor anticipates difficulty in complying with the delivery schedule, the Contractor shall immediately provide written notice to the appropriate COR. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery, provided that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

Section F.6 specifies certain contractor deliverables, their required delivery dates, and delivery instructions and shall be broken out by task. Other deliverables are due as set forth elsewhere in this RFP and the offeror's proposal.

The Contractor shall deliver a soft copy via e-mail in an word document and/or Excel format and one (1) hard copy of the documentation deliverables for all tasks to the COR, unless otherwise specified.

Where noted, the contractor shall deliver documents in both draft and final forms. The Government will have 10 business (working) days to review draft documents and provide written comments to the contractor. The contractor shall incorporate the Government's comments and deliver a final version of the document 10 working days after receipt of comments.

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SECTION F DELIVERIES OR PERFORMANCE

Definitions for terms used in the tables of Contractor deliverables that follow are:

- a. Base Year Start Date – Start of the Base Year of the contract.
- b. Initial Transition Start Date – Start of the Initial Transition Period, which shall begin at the Base Year Start Date and conclude by the end of the second month of the Base Year.
- c. Full Operations Start Date – Start of the Full Operations Period of the Base Year, which shall begin the third month of the Base Year, at the conclusion of the Initial Transition Period.

F.9 TASK ORDERS

- a. No task orders shall exceed a 5 year period of performance.
- b. The period of performance and deliverables shall be specified in each task order.
- c. All Task Orders must be issued by an authorized Government Contracting Officer. No work shall be performed by the Contractor prior to acceptance of the Task Order unless authorized by the Contracting Officer.
- d. Delivery of supplies, services, written documents, including required delivery locations will be in accordance with the Task Order requirements. All correspondence and reports related to each Task Order shall be delivered to the COR as specified for the Task.

F.9.1 TERMINATION OF TASK ORDERS

The Government reserves the right to terminate for convenience of the Government a Delivery/Task order upon written notice from the Contracting Officer.

F.10 PERFORMANCE REQUIREMENTS - ACCEPTABLE QUALITY LEVELS (AQL'S)

While all requirements in the Statement of Work apply, these are the requirements that will typically receive the most attention. The Contractor must maintain consistent standards of performance for the following:

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SECTION F DELIVERIES OR PERFORMANCE

Tables A and B below are the required services and related performance standards for estimated minimum production levels. Failure to achieve these levels may result in disincentives to be assessed at the Government's option. In the event the calculation is utilized, it shall be assessed based on the percentage for which the actual level of production falls below the estimated minimum level of production. This percentage is to be multiplied by contractor employees' responsible for the service fully burdened hourly rate and deducted from contractor invoice for the applicable number of hours of services not performed at the required level. For example, if for one hour of work effort for a given contract employee, a Bookprint production level of 70 is maintained (which is 10 fewer than the estimated minimum standard), then 12.5% of the employee's fully burdened hourly rate for one hour may be subject to invoice deduction.

TABLE A. HOURLY ESTIMATED PRODUCTION BY WORKSTATION

<u>Processing Station</u>	<u>Number of Applications Processed Per Hour/Per Person</u>
Lockbox Mail Open	300
Direct Mail, Mail Open	100
Mail Out	120
Image Capture	500
Image Review	500
Data Entry	275
Bookprint	80
Quality Control	80

TABLE B. DAILY ESTIMATED PRODUCTION BY WORKSTATION

<u>Processing Station</u>	<u>Daily Production Per Person</u>
Document Preparation (Automated Records)	30 - 35 bundles
Scanning (two person team) (Automated Records)	15,000 - 16,500 images
Image Quality Assurance (Automated Records)	3,000 - 3,500 applications
Retrieval (Manual Records)	50 records
Mail Open (Vital Records)	50 pieces
Data Entry (Vital Records)	450 records
Mail Out (Vital Records)	60 pieces
Telephone Reception (Vital Records)	15 - 20 calls

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SECTION G CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION DATA (07/01)

Contracting Officer: Reaver L. Clements

Contract Administrator: Cornelius Pitts, Jr.
Telephone Number: (703) 875-6011
Facsimile Number: (703) 875-6006

First Class Mailing: U.S. Department of State
Office of Acquisition Management
A/LM/AQM/INF/TEL
P.O. Box 9115, Rosslyn Station
Arlington, Virginia 22219

Courier or Hand Delivery: U.S. Department of State
Office of Acquisition Management
A/LM/AQM/INF/TEL
Room 200
1701 N. Ft. Myer Drive
Arlington, Virginia 22209

Contracting Officer's Representative (COR): Alan J. Swygert
Telephone Number: 202-663-2647
Facsimile Number: 202-736-9272

G.2 REQUESTS FOR PAYMENT BY ELECTRONIC FUNDS TRANSFER (12/97)

Payment under this contract shall be made by electronic funds transfer, the contractor shall follow instruction in accordance with FAR 52.232-33, "PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)." The completed form may be mailed to:

Global Financial Operations, Office of Claims (RM/GFS/F/C)
Global Financial Services Charleston
P.O. Box 150008
Charleston, SC 29415-5008

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SECTION G CONTRACT ADMINISTRATION DATA

Vendors are encouraged to use the fax server option in lieu of hard copy mailing. The toll-free Cyber Data fax server number is 1-866-843-3436.

Point of Contact: If you have questions, please contact the RM/GFS Charleston Commercial Claims Customer Service Desk, 843-202-3891 (2-3891) or e-mail Commercial_Claims@state.gov fax line is 843-746-0725 (6-0725).

G.2.1 INSTRUCTIONS FOR INVOICE PAYMENT:

Invoice submission is only via the Office of Claims' Commercial Claims Operations fax server, toll-free number: 866-483-3436, unless otherwise indicated. Each invoice must be transmitted separately.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name and Address of the Contractor
- (2) Dun and Brad Street Universal Number System (DUNS)
- (3) Date of invoice
- (4) Unique Vendor Invoice Number
- (5) Remittance Contact Information
- (6) Shipping Terms, Ship to Address
- (7) Payment Terms
- (8) Total Quantity of Items
- (9) Total Invoice Amount
- (10) Requisition Number, Contract Number and Order/Award Number, with modification number if applicable.
- (11) Order line item number and information, see below line item information instructions.

The name and DUNS of the contractor on the invoice must match the information indicated on the order/award for proper payment.

IMPORTANT: For proper payment, the invoice must detail products and/or services delivered on a line item basis in direct accordance with the corresponding order/award/contract. Each line item must contain the following information:

- (1) Description of the services rendered for each line item
- (2) Line Item Quantity
- (3) Line Item Unit Price
- (4) Total Line Item Invoicing Amount
- (5) Delivery Date

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SECTION G CONTRACT ADMINISTRATION DATA

- (6) Contract Line Item Number (CLIN)
- (7) Order/Award Line Item Number if invoicing against a task or delivery order or Blanket Purchase Agreement (BPA)

Please note that many task or delivery orders against Department of State or GSA contracts or blanket purchase agreements may have a separate and unique line item number in addition to the umbrella Contract Line Item Number (CLIN). The order line item number as well as the umbrella award CLIN must be referenced at each invoice line item level in such cases.

All payment to domestic claims will be disbursed by electronic funds transfer EFT. Vendors who are registered in the Central Contractor Registration (CCR) should verify and re-confirm their financial information in the database prior to invoicing. Vendors who wish to request a waiver of CCR or payment by check must submit their justification to their assigned contracting officer for consideration at least 30 days prior to billing. For vendors who are granted an EFT exception, the payment address on the invoice must match the remittance address in the vendor record cited in the award.

Additional correspondence should be addressed to:

Name:	U.S. Department of State Global Financial Services Attn: Office of Claims (RM/GFS/F/C) Charleston Financial Service Center
Mailing Address:	Post Office Box 150008 Charleston, SC 29415-5008
Telephone Numbers:	Voice 843-202-3761 Fax 843-746-0749
Person to Contact:	Mike Washington, Office of Claims
Email:	WashingtonM@state.gov
Phone:	843-202-3761

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SECTION G CONTRACT ADMINISTRATION DATA

To request Payment Status on a Past Due Invoice contact: Office of Claims Customer Service

Email: commercialclaims@state.gov
Phone: 877-704-9473 Toll Free

(End of clause)

G.3 ORDERING PROCEDURES (11/96)

(a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery orders or task orders hereunder:

Department of State Contracting Officer

(b) Orders placed under this contract shall contain the following information:

- (1) Date of order;
- (2) Contract number and order number;
- (3) Item number and description, quantity, and unit price;
- (4) Delivery or performance date;
- (5) Place of delivery or performance (including consignee);
- (6) Packaging, packing, and shipping instructions, if any;
- (7) Accounting and appropriation data;
- (8) Security clearance level(s), applicable to the order, if any

G.4 DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (AUG 1999) (ACQ STANDARD FORMAT) (09/99)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) Alan J. Swygert, CA/PPT/PPS

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SECTION G CONTRACT ADMINISTRATION DATA

(c) Government Task Managers

Task 2 - Tyrone Shelton

Task 3 - Eric Fisher

Task 4 - Jim Stanley

Task 5 - Amy Benson

Task 6 - Tim Wiesnet

Task 7 - Carolyn Keiffer

Task 8 - Jack Hinman

G.5 EQUIPMENT DAMAGED DUE TO HOSTILE FORCE OR PERSONS:

The Government agrees to provide funding for replacement equipment damaged beyond reasonable repair due to hostile force or person(s). The phrase "hostile force or person(s)" is defined in accordance with United States Code Title 42, Section 1711.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 GOVERNMENT-FURNISHED EQUIPMENT AND SPACE (ON-SITE)
(05/95)

For Contractor personnel performing work on Government premises, the Government shall provide: on-site office space, furniture, telephone service, and any other necessary supplies and equipment.

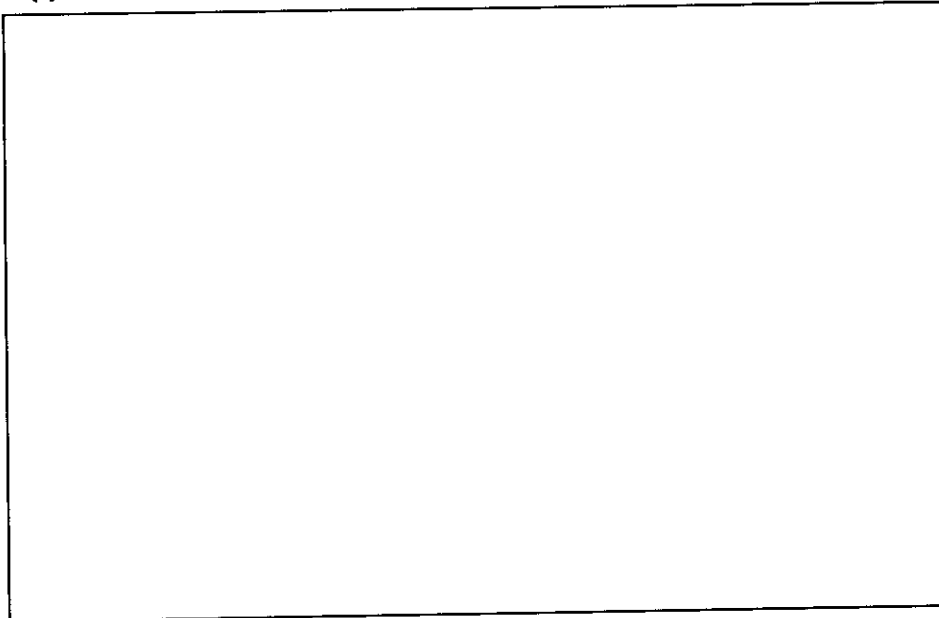
H.2 GOVERNMENT-FURNISHED PROPERTY (05/95)

Notwithstanding any term or condition of this contract to the contrary, the Government will provide office work space, office automation equipment, and furniture for contractor personnel.

H.3 KEY PERSONNEL (02/96)

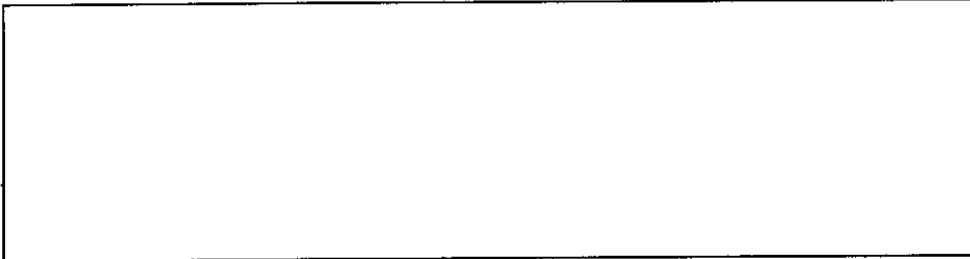
The contractor shall employ qualified (education / certification) professionals to address the performance requirements set forth in the contract. All billable personnel must be dedicated for government work for the specified number of hours. The contractor is prohibited from engaging corporate principals (persons who hold corporate positions) in billable activities without authorization from the CO and the COR.

(a) The Contractor shall assign to this delivery order the following key personnel:



B4, B6

SECTION H.
SPECIAL CONTRACT REQUIREMENTS.



B4

B6

(b) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

(c) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the (d) Contracting Officer to enable him to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.4 SAFEGUARDING OF INFORMATION (05/95)

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

H.5 NONPAYMENT FOR UNAUTHORIZED WORK (05/95)

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

H.6 ORGANIZATIONAL CONFLICT OF INTEREST - GENERAL

(a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information. (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict. (c) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default. (d) The Contractor shall insert the substance of this clause including this paragraph, in all subcontracts.

H.7 TECHNICAL DIRECTION (05/95)

(a) Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the Contracting Officer's Representative specified in Section G, CONTRACT ADMINISTRATION DATA of this contract. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Statement of Work.
- (2) Guidance to the Contractor which assists in the interpretation of drawings, specifications or technical portions of work description.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to:

- (1) assign additional work under the contract;
- (2) direct a change as defined in the "Changes" clause of this contract;
- (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or
- (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

H.8 SMOKE-FREE WORKPLACE NOTICE (05/95)

(a) The Department of State has been designated a smoke-free workplace. Definitions. "Smoking" means a lighted cigar, cigarette, pipe or other tobacco product. "Smoking Areas" means those designated exterior spaces where the smoking of tobacco products is permitted.

(b) Applicability. The Smoke-Free Workplace policy applies to all occupants of the Main State Complex; as well as all Department of State occupied space in other domestic buildings, whether owned, rented or leased, and to all Department of State owned, rented, or leased vehicles.

(c) Policy. It is the policy of the Department of State to promote a healthy environment. Accordingly, the Department has adopted a policy prohibiting smoking in the interior of all domestic buildings and facilities effective August 1, 1993.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.9 SECURITY REQUIREMENTS

1. The successful offeror must possess a SECRET Facility Security Clearance (FCL) issued by the Defense Security Service (DSS) prior to contract performance. Specifically designated contractor personnel must also possess SECRET personnel security clearances. The facility clearance and personnel security clearances must comply with the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M. All other contractor personnel assigned to perform on this contract must have a Moderate Risk Public Trust (MRPT) determination conducted by the Bureau of Diplomatic Security.

MODERATE RISK PUBLIC TRUST (MRPT) PROCESSING PROCEDURES

All personnel not having a personnel security clearance will be required to have a favorable MRPT determination conducted by the Bureau of Diplomatic Security for performance on this contract or access to the DoS OpenNet. Upon award of this contract, the contractors Facility Security Officer (FSO) must contact Ms. Glenn Chilton, DS/IS/IND, 571-345-3021 for information on how to process MRPT paperwork in eQIP and to establish a link to the eQIP web site for access. Once the link is established, the employee will fill out the SF-85P and SF-85PS online and submit. The employee will also need to print out the required release forms, fill them out, sign and date and submit to the company Facility Security Officer (FSO) or the employment office along with a signed DS-4002 (Disclosure and Authorization Pertaining to Consumer Reports) and (2) FD-258 Fingerprint cards. These forms and a request letter on company letterhead should be forwarded to the Industrial Security Division, Bureau of Diplomatic Security, 1801 North Lynn Street, SA-20, 13th Floor, Rosslyn, VA 22209-2008. The US Postal Service should not be utilized to send any of this information to DS/IS/IND.

A preliminary background check will be conducted in conjunction with the MRPT determination. Those personnel who successfully pass the background check may be assigned to the contract while their MRPT is pending. Those who do not pass the background check will not be approved for contract assignment until their MRPT is favorably adjudicated. A personal interview will be conducted, if deemed necessary, by the Bureau of Diplomatic Security.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

If the contractor employee does not ultimately pass the MRPT determination, he/she must be removed from the contract at no cost to the government. A MRPT determination is valid for ten years. All personnel performing on a contract requiring a MRPT will need to re-submit necessary paperwork 30 days prior to the MRPT expiration date for continuous uninterrupted performance on the contract. At this time, another background check will be conducted prior to submitting the paperwork for investigation. An unfavorable result of this background check may require the contractor employee to be removed from their position pending re-adjudication of the MRPT.

Non-US and dual national citizens will not be approved for contract assignment until the MRPT is completed and favorably adjudicated by DS/SI/PSS, unless an exception is granted by DS/IS/IND. Preliminary background checks for initial assignment will not be conducted on non-US and dual national citizens.

When an employee is terminated or resigns from the contract, the Facility Security Officer (FSO) will notify DS/IS/IND that the employee is no longer working on the contract and their access will be terminated. In addition, the MRPT investigation, if still pending, will be cancelled.

The FSO shall report any adverse information pertaining to contractors working on the contract or having access to the Department of State OpenNet system to DS/IS/IND immediately, in writing.

If the contractor employee has a current personnel security clearance issued by the Defense Security Service, he/she may be assigned to the contract without a MRPT being conducted. The FSO must forward a Visitor Authorization Request (VAR) and a copy of the JPAS/JCAVS Person Summary to the Department of State, DS/IS/IND, via facsimile to 571-345-3000.

Security requirements for contractors accessing the Department's domestic or overseas information security systems shall be in accordance with Volume 12, Foreign Affairs Manual, Section 600.

Furthermore, citizens of specifically designated human intelligence threat countries may not develop, modify, or perform maintenance on software developed for use on DoS computer systems without approval by DS/SI/CS.

Any questions or concerns should be addressed to Ms. Glenn Chilton at 571-345-3021.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.10 SECURITY REQUIREMENTS - GENERAL

(a) This contract includes security provisions, which require a DD Form 254, Contract Security Classification Specification, issued by the Bureau of Diplomatic Security, DS/IS/TND. Issuance of the DD Form 254 is contingent on the Contractor maintaining a Defense Security Service (DSS) Secret facility clearance.

(b) DD Form 254 for Subcontractors. The prime Contractor must complete a draft DD Form 254 for any proposed subcontractor prior to performance on this contract. The draft DD Form 254, a subcontract with a distinct subcontract number signed by both entities, and a memo or email from the COR must be forwarded to DS/IS/TND, via facsimile or courier (FedEx, DHL, etc.) for signature and approval, prior to any subcontractor personnel being assigned for performance. DD Forms 254 approved by DS/IS/TND will be forwarded to the prime Contractor for distribution to subcontractors.

H.11 INSURANCE REQUIREMENTS

The Contractor shall provide and maintain, during the entire performance of this contract, at least the kind and minimum amount of insurance required below. The Contractor, without additional costs to this contract, shall provide and maintain during the entire period of performance of this contract, whatever insurance it deems necessary in addition to Government designated insurance requirements.

The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work in a Government installation and shall require sub-tiers to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all Sub-tiers' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

In accordance with FAR 52.228-5 "INSURANCE--WORK ON A GOVERNMENT INSTALLATION," the Contractor shall, at no additional expense to this contract, provide and maintain, in addition to any other insurance coverage required elsewhere in this contract, the following types of insurance in the amounts specified. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing, that at least the kinds and minimum amounts of insurance required below have been obtained. (a) Workers Compensation and Employer's Liability-- The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers. (b) General Liability— The Contractor shall provide bodily injury liability insurance coverage written on the comprehensive form policy of at least \$500,000 per occurrence. (c) Automobile Liability — The Contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per coverage on other policies damage.

The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claim. (d) Aircraft Public and Passenger Liability — When aircraft are used in connection with performing the contract, the Contractor shall provide aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per occurrence for property damage. Coverage of passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater. (e) Cashier/money Handling Liability — When contract performance involves the money handling function, applicable staff shall be bonded by the contractor's bonding policy.

H.11.1 Certificate of Insurance

The Contractor shall furnish the Contracting Officer with a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval. The request for this CO approval must be submitted 120 days prior to any potential change affecting this insurance required. Maintenance or changes to the threshold or issuance of the certification from acquisitions and mergers shall be reflected.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.12 DOSAR 652-204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

H.13 ADDITIONAL SECURITY REQUIREMENTS

(a) Subcontracting firms must possess facility security clearances commensurate with their level of access.

(b) All contractor personnel assigned to positions (as noted in Section C) which require them to have a Secret personnel security clearances must possess a personnel security clearance issued in accordance with the NISPOM.

(c) Subsequent to award, the DoS will conduct a formal briefing for the contractor. The purpose of the briefing will be to bring to the contractor's attention the governing documents and the directives regarding all security considerations in the staffing of the project, site access, software and hardware functions, document control, and Diplomatic Security procedures. Contractors are responsible for following all standards and procedures outlined in 5 FAM.

(d) Additionally, security clearance requirements for the contractor to access DoS domestic or overseas information systems shall be in accordance with 12 FAM 600 (reference Web site: <http://aope.a.state.gov>).

(e) In the event that the personnel security clearance for an individual assigned to this contract is rescinded, the individual shall be removed from the contract and replaced by a substitute acceptable to the Department at no increase in cost or price.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

(f) All personnel who resign, are transferred, terminated, or otherwise removed from the delivery order shall be debriefed by the Information System Security Officer (ISSO) on the last day of work on site and shall turn in their DoS badge to the ISSO. The visitor authorization request previously sent to DS/IS/IND for cleared personnel must be cancelled. DS/IS/IND must be notified via email when personnel issued MRPTs transfer, terminate or are removed from the contract. Each employee under this contract is individually responsible for the protection of information and shall be required to sign an agreement regarding the confidentiality of the work performed under this contract.

H.14 STANDARD OF CONDUCT AT GOVERNMENT INSTALLATIONS

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

H.15 REMOVAL FROM DUTY

The DOS may direct the Contractor to remove any employee immediately from the worksite(s) should it be determined that the person is unfit for the job. A determination of unfitness may be made from, but not be limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

Falsification or unlawful concealment, removal, mutilation or destruction of any official document or records, or concealment of material facts by willful omissions from official documents or records.

Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient operations of the Government.

Theft, vandalism, immoral conduct, or any other criminal actions.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.

Improper use of official authority or credentials.

Unauthorized use of communications equipment or Government property.
Violations of security procedures or regulations.

"Unauthorized release or disclosure of information protected by the Privacy Act, Section 222(f) of the Immigration and Nationality Act or any other statute, regulation or guideline concerning management and disclosure of visa and immigration records or any other information covered by Section H.16 of this Contract."

The Contracting Officer and/or the COR and/or the Bureau of Diplomatic Security will make the determinations regarding the removal of any employee from worksite(s). Specific reasons for removal will be provided to the Contractor in writing.

The Contractor at no additional expense to the Government shall replace the individual(s) with the required expertise to perform the services under the contract. If the contractor is unable to replace the individual(s) with the required expertise the Government may contract to a firm that meets the Government's requirements and invoice the defaulting contractor.

H.16 RESTRICTIONS AGAINST DISCLOSURE

a. Subject to the provisions of paragraph (c) below, the contractor agrees, in the performance of this contract, to keep all information which is obtained or otherwise unavailable to the general public, in the strictest of confidence. The Contractor acquires neither possessory nor proprietary interests in such information. The Contractor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, at any time, during or following contract performance, nor to authorize or permit others to do so. The Contractor agrees to take such reasonable measures as are necessary to restrict access to such information to those employees needing such information to perform the work provided herein, i.e., on a "need to know basis." The Contractor agrees to immediately notify the COR, in the event that he or she determines or had reason to suspect a breach of any of these requirements or restrictions, and to provide written notification as soon as possible.

b. The contractor agrees to include the above clause or equivalent language in any agreement or subcontract hereunder.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

c. The contractor agrees not to disclose any information concerning the work under this contract to any persons or entities unless prior written approval is obtained from the Contracting Officer.

H.17 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS (05/95)

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this clause, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including (1) any warranty or representation made by the Contractor in a proposal as to hardware or software performance; total systems performance; and other physical, design, or functional characteristics of equipment, software package or system, or installation date; (2) any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above, made in any publications, drawings, or specifications accompanying or referred to in a proposal; and (3) any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal.

H.18. ADVERTISING OF AWARD

The contractor shall not allow the existence of this contract or the names, phone numbers, etc. of Government employees involved in this contract, to be used for publicity or advertising purposes. Further, no article, book, pamphlet, recording, broadcast, speech, television appearance and/or film concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the contracting officer.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.19. 652.219-70 DEPARTMENT OF STATE SUBCONTRACTING GOALS **(APR 2004)**

a) The offeror shall provide a Small, Small Disadvantaged, Small Woman-Owned, HUBZone Small, and Service-Disabled Veteran-Owned Small Enterprise Subcontracting Plan that details its approach to selecting and using Small, Small Disadvantaged, Small Woman-Owned, HUBZone Small, and Service-Disabled Veteran-Owned Small Business Enterprises.

(b) For the fiscal year 2008-2009, the Department's subcontracting goals are as follows:

- | | |
|---|-----|
| (1) Goal for subcontracting to SB: | 40% |
| (2) Goal for subcontracting to SDB: | 5% |
| (3) Goal for subcontracting to SWB: | 5% |
| (4) Goal for subcontracting to HUBZone Firms: | 3% |
| (5) Goal for subcontracting to SDVO: | 3% |

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SECTION I CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.arnet.gov/far
DOSAR: www.statebuy.inter.net/acpolicy

SUBSECTION I-1 CLAUSES INCORPORATED BY REFERENCE

I.2. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

SOURCE	TITLE AND DATE
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

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SECTION I CONTRACT CLAUSES

52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
(OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING
DATA-MODIFICATIONS (OCT 1997)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA -
MODIFICATION (OCT 1997)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR
INFORMATION OTHER THAN COST OR PRICING DATA -
MODIFICATIONS (OCT 1997)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
(MAY 2004)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

52.222-26 EQUAL OPPORTUNITY (MAR 2007)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED
VETERANS, VETERANS OF THE VIETNAM ERA, AND
OTHER ELIGIBLE VETERANS (SEP 2006)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH
DISABILITIES (JUN 1998)

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SECTION I CONTRACT CLAUSES

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED
VETERANS, VETERANS OF THE VIETNAM ERA, AND
OTHER ELIGIBLE VETERANS (SEP 2006)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED
(NOV 2007)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT
ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND
OPTION CONTRACTS) (NOV 2006)

52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW
INFORMATION (AUG 2003)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

52.225-3 BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE
AGREEMENT - ISRAELI TRADE ACT (AUG 2007)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
(FEB 2006)

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND
COPYRIGHT INFRINGEMENT (DEC 2007)

52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)

52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION
(JAN 1997)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

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52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)
52.232-1	PAYMENTS (FEB 2007)
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR- HOUR CONTRACTS (DEC 2002)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-1	DISPUTES (JUL 2002)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984)

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- 52.243-3 CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS
(SEP 2000)
- 52.243-7 NOTIFICATION OF CHANGES (APR 1984)
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
- 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE
GOVERNMENT (FIXED-PRICE) (MAY 2004)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
ALT. IV (SEP 1996)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
(APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

II. DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR CHAPTER 6) CLAUSES:

- 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF
1979, AS AMENDED (AUG 1999)
- 652.232-72 LIMITATION OF FUNDS (AUG 1999)
- 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND
ADMINISTRATIVE LEAVE (APR 2004)

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CLAUSES INCORPORATED IN FULL TEXT

I.2 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the expiration date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 10,000,000.00;

(2) Any order for a combination of items in excess of 100,000,000.00;

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

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(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.3 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period, provided that the Contractor shall not be required to make any deliveries under this contract after expiration of the last expiring delivery order.

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I.4 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to the expiration date of the contract.

(End of clause)

I.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

I.6 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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I.7 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2008. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2008, until funds are made available to the contracting officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the contracting officer.

(End of clause)

I.8 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

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(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

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(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms.

If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

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(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

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(k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated and

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(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause).

I.9 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS **(MAR 2007)**

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004 (15 U.S.C. 637(d)(2) and (3))), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

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(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222.39)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.10 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of State Acquisition Regulation (48 CFR Chapter 6) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

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L11 DOSAR 652.219-72 DEPARTMENT OF STATE MENTOR-PROTÉGÉ PROGRAM (APR 1004)

(a) Large and small businesses are encouraged to participate in the Department of State Mentor-Protégé Program. Mentor firms provide eligible small business protégés with developmental assistance to enhance their business capabilities and ability to obtain Federal contracts.

(b) Mentor firms are large prime contractors or eligible small businesses capable of providing developmental assistance. Protégé firms are small businesses, as defined in 13 CFR 121, 124, and 126.

(c) Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance that aids protégés. Firms interested in participating in the program are encouraged to contact the Department of State OSDBU for further information.

(End of provision)

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SECTION J
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment 1

DD Form 254, Department of Defense Contract Security
Classification Specification, 3 pages

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